

**City of Kirkland  
123 5<sup>th</sup> Avenue  
Kirkland, Washington 98033**

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**REQUEST FOR PROPOSALS (RFP)**  
**SECURITY PATROL SERVICES**  
**JOB NO. 34-16-FAC**

Release Date July 28, 2016

**Proposals shall be accepted until 3:00 PM PDT, August 12, 2016 at:**

**City of Kirkland  
Attn: Purchasing – Job # 34-16-FAC  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033**

# **City of Kirkland Request for Proposals Security Patrol Services**

## **Background Information**

The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of 83,460, and is the thirteenth largest city in the State of Washington and the sixth largest city in King County, Washington. (King County includes the City of Seattle and has a population of 1.8 million.)

Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles. The city's 2015-2016 final budget is 584 million. The city employs over 540 regular employees. The City of Kirkland is seeking the professional assistance of qualified firms to provide office furniture to be placed in the renovated City Hall.

## **Purpose and Objective**

The City of Kirkland requests vehicle and foot patrol in its public parking garage located at 300/406 Kirkland Avenue in Kirkland, Washington. The patrol/inspection is to last approximately 15-20 minutes each patrol while looking at critical areas. Three visits per/day focusing on hours between 2000-0300.

## **Scope of Services**

Inspect the property and vehicles for damage, theft or vandalism. Patrol for vagrancy, graffiti and general safety issues or security risks. Check property for unsecured points of entry, patrol stairwells, parking structure and elevator. Maintain visual presence while in the vehicle and out. Visually inspect the property while on foot and in a vehicle. Provide a report of each site visit and logged observations. Contact the Kirkland Police Department when necessary.

## **Proposed Timeline**

Timeline dates are tentative and may be changed to meet the City's needs.

|                 |   |
|-----------------|---|
| July 28, 2016   | Issue RFP for security services.                                  |
| August 4        | Non-Mandatory site visit at 10:00 am PDT                          |
| August 8        | Final day for submitting written questions for the RFP.           |
| August 9        | City provides answers to all questions submitted by August 4.     |
| August 12       | Proposals due by 3:00 pm PDT.                                     |
| August 19,      | Complete evaluation of the proposals and vendor reference checks. |
| August 22, 2016 | Vendor and City commence contract execution.                      |

## **Questions**

All questions are to be addressed to the project manager (see below). All questions must be submitted in writing prior to 5:00 pm PDT, August 8, 2016. All questions and answers will be provided directly to those who have expressed an interest in submitting a proposal for this project. Questions and Answers will also be posted to the City's "Request for Proposals" webpage at

www.kirklandwa.gov. Locate by clicking on "Business at the top of the webpage and then "Request for Proposals" under "Doing Business with the City." Non-Mandatory site walk will commence at 10 am, PDT on August 4, 2016 at 300/406 Kirkland Ave, Kirkland WA 98033.

## **Project Manager**

Project Manager is: Chris Dodd, Facilities Services Manager  
City of Kirkland – City Manager's Office  
123 Fifth Avenue  
Kirkland, WA 98033  
E-mail: [cdodd@kirklandwa.gov](mailto:cdodd@kirklandwa.gov)

## **Proposal Submittal Instructions**

Proposals must be received by no later than **3:00 pm PDT on August 12, 2016.**

We encourage that proposals be submitted by email. Emailed proposals should include "Proposal-Job #34-16-FAC" in the subject line and be addressed to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). (Emailed proposals must be in MS Word or PDF format and cannot exceed 10MB).

As an alternate to email, proposals can be mailed or delivered to:

City of Kirkland  
Attn: Barry Scott – Job #34-16-FAC  
123 5<sup>th</sup> Avenue  
Kirkland, WA 9803

If submitting a paper proposal, the original plus three (3) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope: Security Patrol Services RFP. The vendor's name and address must be clearly indicated on the envelope.

## **Proposal Requirements**

The sections and appropriate information described below must be included with any proposal.

### **SECTION A: Company Information**

This section will provide information about the company. Hereinafter vendor and company will have the same meaning.

### **SECTION B: Scope**

A brief description of the firm's proposed approach to this RFP, including equipment and methods used and a project timeline/schedule including proposed patrol times. The company should also be able to describe efforts taken to protecting its employees from potentially dangerous situations. The vendor should also acknowledge have read and understand what is stated in the RFP.

### SECTION C: Costs

In this section, the company is to detail all of the costs associated with the services requested in this RFP.

### SECTION D: References

References are to be organizations that wherever possible include organizations that have utilized a similar scope of services within the past year.

### SECTION E: Interviews

If necessary, the City may conduct interviews as part of the final selection process. Interviews will be scored separately.

### Evaluation Criteria

Proposals will be evaluated according to the following criteria, listed in order of importance:

1. Specialized experience and technical competence of the company and its personnel, considering the type of services required. Recent experience and expertise with similar projects.
2. Proposed cost to perform the work.
3. Capacity to perform the work considering the company's current and planned workload.
4. Ability to conform to the Washington Administrative Code
5. Past record of performance on contracts with Kirkland, other government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to adhere to schedules, cooperation, responsiveness, and other management and attitudinal considerations.

| <b>Component</b>                   | <b>Score</b>      |
|------------------------------------|-------------------|
| Responsiveness to RFP instructions | 5 points          |
| Experience and Competence          | 40 points         |
| Proposed Cost                      | 25 points         |
| Ability to meet the schedule       | 10 points         |
| References (Minimum of 3)          | 15 points         |
| Unique Features                    | 5 points          |
| <b>Total</b>                       | <b>100 points</b> |

### Contract Requirements

The successful Company will be required to enter into a contract with the City substantially similar to that which is part of this RFP.



## GENERAL SERVICES CONTRACT

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This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and \_\_\_\_\_ (hereinafter the "Contractor").

### **I. SERVICES PROVIDED**

The Contractor agrees to provide all necessary labor to perform the following services for the City:

### **II. CONDITIONS/ARRANGEMENTS**

- A. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above; except that the City shall provide:
- B. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.
- C. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

### **III. DURATION**

Contractor agrees to perform the services under this Agreement for a period of \_\_\_\_ years, commencing upon acceptance of this Agreement, and with the anticipated start date of \_\_\_\_\_. The City reserves the right to, at City's option, extend the agreement for up to \_\_\_\_\_ additional years.

### **IV. PAYMENT**

- A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$\_\_\_\_\_. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement.
- B. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

### **V. INDEPENDENT CONTRACTOR**

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that Contractor is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on Contractor as a result of Contractor's status as an independent contractor. The Contractor is responsible for providing the

office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

**VI. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this contract or any part of this Contract without written prior consent to the City.

**VII. NONDISCRIMINATION**

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

**VIII. TERMINATION OF CONTRACT**

The City or the Contractor may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

**IX. HOLD HARMLESS AND INDEMNIFICATION**

Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**X. LIABILITY INSURANCE COVERAGE**

Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

**A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

**F. Occurrence Basis**

Any policy of required insurance shall be written on an occurrence basis.

**XI. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. NOTICES/FORMAL COMMUNICATIONS**

Written notices, requests, or grievances to the City shall be made to:

\_\_\_\_\_, Attention: \_\_\_\_\_  
Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033.

**XIII. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City shall review and approve the Contractor's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Contractor, and shall coordinate all communications with the Contractor from the City.

**XIV. ENTIRE AGREEMENT/MODIFICATION**

This Agreement, together with all attachments or addenda, represents the entire and completely integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

Agreed to and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR

CITY OF KIRKLAND

\_\_\_\_\_  
(signature)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_

City, Zip \_\_\_\_\_

Phone(s) \_\_\_\_\_

SS#/Tax ID# of Payee:

\_\_\_\_\_